

AG Contract No. KR96 1411TRN
ADOT ECS File No. JPA 96-85
Project: SR-101L, Agua Fria Fwy.
Section: Bethany Home @ New River
TRACS No.: H0795 01D

IGA FCD-96019
C 69-97-D23.2

INTERGOVERNMENTAL AGREEMENT
BETWEEN

THE STATE OF ARIZONA
AND
THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

THIS AGREEMENT is entered into 25 NOVEMBER, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-
954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "STATE") and FLOOD
CONTROL DISTRICT OF MARICOPA COUNTY, acting by and through its
BOARD OF DIRECTORS (the "DISTRICT").

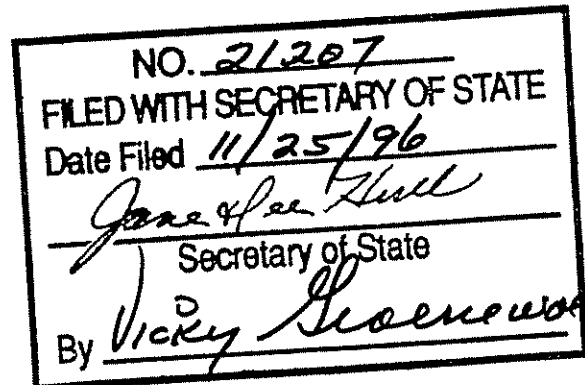
I. RECITALS

1. The STATE is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the STATE.

2. The DISTRICT is empowered by Arizona Revised Statutes
Section 48-3603 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has authorized
the undersigned to execute this agreement on behalf of the
DISTRICT.

3. Incident to the design of the Camelback Ranch Levee now
being accomplished by the DISTRICT, the State has requested the
DISTRICT to include provisions for a water flow "block out" for
Bethany Home Road at New River, at an estimated cost of
\$8,600.00, all at State expense, hereinafter referred to as the
Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:



II. SCOPE OF WORK

1. The DISTRICT will:

a. By change order to an existing engineering consultant design contract, accomplish design of the Project.

b. Provide the STATE copies of the Project design submittals at the 30% and 90% level of completion. Insure that State review comments are incorporated into the design documents as appropriate.

c. Upon filing of this agreement with the Secretary of State, invoice the State for the reasonable direct actual cost of the Project design, with no DISTRICT profit or fee, in an amount estimated at \$8,600.00.

2. The STATE will:

a. Review the design documents and provide comments.

b. Within thirty (30) days after receipt and approval of an invoice, pay the DISTRICT the invoiced amount.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

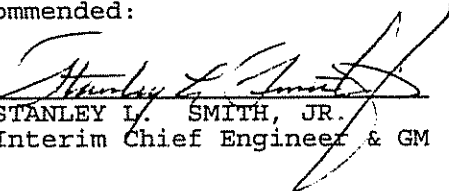
Flood Control District of Maricopa County
2801 W. Durango Street
Phoenix, AZ 85009

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
a Municipal Corporation and Political
Subdivision of the State of Arizona

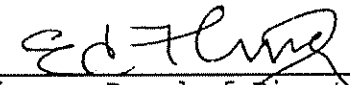
Recommended:

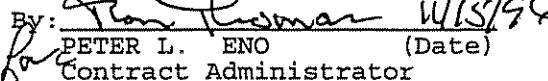
By: 
STANLEY L. SMITH, JR.
Interim Chief Engineer & GM


Date: 9-12-96

Approved and Accepted:

STATE OF ARIZONA
Department of Transportation

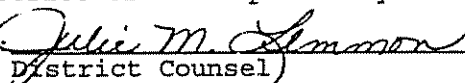
By: 
Chairman, Board of Directors

By:  11/15/96
PETER L. ENO (Date)
Contract Administrator

By: 
Clerk of the Board (Date)

11.6.96

This Intergovernmental Agreement has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

By: 
District Counsel

Date: 9/16/96

RESOLUTION

BE IT RESOLVED on this 1st day of July 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Flood Control District of Maricopa County for the purpose of defining responsibilities for the design of a "water flow block out" on SR-101L at Bethany Home Road at New River.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-1411, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 19th day of November, 1996.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:ggt